

OSA-4129-63
#1141

REPLY TO:
Auditor General
Comptroller, USAF
Eastern District
Liaison Officer
P.O. Box 8155
S. W. Station
Washington, D.C.

31 July 1963

SUBJECT : Report of Final Audit

TO : Contracting Officer

REFERENCE : 6 June 1963 request for audit

1. This is the initial and final audit report on costs incurred under the subject CPFF prime contract. Work commenced 26 February 1962 and was completed by 1 June 1962. The contract provided for studies and furnishing of preliminary designs of a [REDACTED] The original estimated cost was [REDACTED] Kedlock Program funds. [REDACTED]

2. The results of audit follow:

Total costs billed, audited and approved (Vouchers 1 to 6)
Total fixed fee billed (Vouchers 1-6)
Total Costs and fixed fee

Allowable Costs were based on Part 2, Section XV, ASPR and other contractual provisions.

3. There are no known or anticipated credits or refunds expected under the contract.

4. The Contractor has submitted an inventory of residual Government owned property valued at [REDACTED] acquired under the contract. It is understood that the Contracting Officer

is to issue instructions for shipment of the inventory to the Depot.

5. A certificate of satisfactory completion of the contractual requirement was submitted 25 June 1962 to the Contracting Officer by [REDACTED].

25X1A

6. The contractor submitted, 17 September 1962, their Reports of Inventions and Subcontracts and Royalties to [REDACTED].
[REDACTED]

25X1A

25X1A

7. Attached are executed copies of the Contractor's Release and Assignment of Refunds, Rebates and Credits

25X1A

[REDACTED]
Audit Liaison Officer
Eastern District
Auditor General

CM

CONTRACTOR'S RELEASE

Subcontract No. LP-2262 25X1A

25X1A

Pursuant to the terms of Subcontract No. LP-2262
and in consideration of the sum of [REDACTED]

25X1A

which has been or is to be paid by United States Air Force
(hereinafter called USAF), to [REDACTED]
(hereinafter called the Subcontractor) or to its
assignees, if any, the Subcontractor, upon payment of the said sum by
USAF does remise, release and discharge USAF and the
United States of America, their officers, agents, and employees, of and
from all liabilities, obligations, claims, and demands whatsoever under or
arising from the said subcontract, except:

1. Specific claims in stated amounts or in estimated amounts where
the amounts are not susceptible of exact statement by the Subcontractor,
as follows: NONE, EXCEPT FOR ANY POSSIBLE FEDERAL EXCISE TAX MADE APPLI-
CABLE HERETO.
2. Claims, together with reasonable expenses incidental thereto,
based upon the liabilities of the Subcontractor to third parties arising
out of the performance of the said subcontract, which are not known to
the Subcontractor on the date of the execution of this release and of which
the Subcontractor gives notice in writing to USAF
within the period specified in the said contract.
3. Claims for reimbursement of costs (other than expenses of the
Subcontractor by the reason of its indemnification of USAF
against patent liability), including reasonable expenses incidental
thereto, incurred by the Subcontractor under the provisions of the said
subcontract relating to patents.

The Subcontractor agrees, in connection with patent matters and with
claims which are not released as set forth above, that it will comply
with all of the provisions of the said subcontract, including without
limitation those provisions relating to notification to USAF
and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this
8th day of August, 1963.

25X1A

By [REDACTED]

Title [REDACTED]

25X1A

SUBCONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, AND CREDITS

Subcontract No. LP-2262

25X1A

Pursuant to the terms of Subcontract No. LP-2262 and in consideration of the reimbursement of costs and payment of fee, as provided in the said subcontract and any assignment, thereunder, [REDACTED] (hereinafter called the Subcontractor) does hereby:

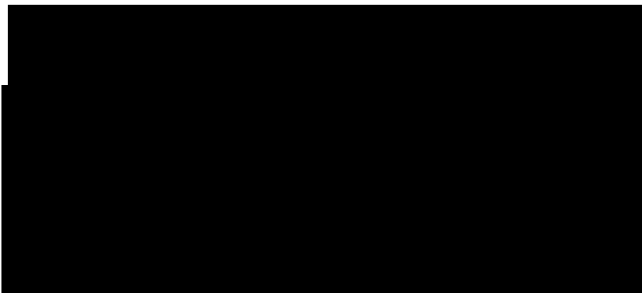
1. Assign, transfer, set over and release to United States Air Force, (hereinafter called USAF), all right, title and interest to all refunds, rebates, credits, or other amounts (including any interest thereon) arising out of the performance of the said subcontract, together with all the rights of action accrued or which may hereafter accrue thereunder.

2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to USAF checks (made payable to USAF) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by USAF as stated in the said subcontract and may be applied to reduce any amounts otherwise payable to USAF under the terms hereof.

3. Agree to cooperate fully with USAF as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit USAF to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this Assignment has been executed this 8th day of August, 1963.

25X1A



25X1A